

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----	X	
	:	
In re	:	Chapter 11
	:	
LEHMAN BROTHERS HOLDINGS INC., et al.,	:	Case No.: 08-13555 (JMP)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

**NOTICE OF PARTIAL TRANSFER OF CLAIM
OTHER THAN FOR SECURITY PURSUANT TO FRBP RULE 3001(e)(2)**

1. TO: Goldman, Sachs & Co.
30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Attn: Andrew Caditz
2. Please take notice that EUR 7,000,000.00 of your claim against Lehman Brothers Holdings Inc., identified by XS0376686308 arising from and relating to Proof of Claim No. 46939 (attached as Exhibit A hereto), has been transferred to:

Silver Point Capital Offshore Master Fund, L.P. ("Transferee")
c/o Silver Point Capital, L.P.
Two Greenwich Plaza, First Floor
Greenwich, CT 06830
Attn: David F. Steinmetz

An executed "Evidence of Transfer of Claim" is attached as Exhibit B hereto. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee at the above address, with a copy to:

Davis Polk & Wardwell LLP ("Davis Polk")
450 Lexington Avenue
New York, NY 10017-3904
Fax: 212-701-5800
Attn: Xin Yu

3. No action is required if you do not object to the partial transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 21 DAYS OF THE DATE OF MAILING OF THIS NOTICE, YOU MUST:**

-- **FILE A WRITTEN OBJECTION TO THE TRANSFER** with:

United States Bankruptcy Court
Southern District of New York
Attn: Clerk of Court
Alexander Hamilton Custom House
One Bowling Green
New York, NY 10004-1408

-- **SEND YOUR OBJECTION TO THE TRANSFEREE WITH A COPY TO
DAVIS POLK.**

-- Refer to **INTERNAL CONTROL NO. XS0376686308** in your objection and
any further correspondence related to this transfer.

4. If you file an objection, a hearing will be scheduled. **IF YOUR OBJECTION IS
NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE
TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING
FOR THE TRANSFERRED PORTION OF THE CLAIM.**

CLERK

FOR CLERK'S OFFICE USE ONLY:

This notice was mailed to the Transferor, by first class mail, postage prepaid on
_____, 2011.

INTERNAL CONTROL NO. XS0376686308

Copy: (check) Claims Agent___ Transferee___ Debtors' Attorney___

Clerk of the Court

EXHIBIT A

United States Bankruptcy Court / Southern District Of New York

Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM**

In Re:

Lehman Brothers Holdings Inc., et al.,
Debtors.

Chapter 11

Case No. 08-13555 (JMP)
(Jointly Administered)

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

THIS SPACE IS FOR COURT USE ONLY

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Deutsche Bank Luxembourg S.A.
Attention: PWM Loan & Risk Management
2, boulevard Konrad Adenauer
L-1115 Luxembourg
Grand-Duchy of Luxembourg

Telephone number: 00352 42122 612

Email Address: jochen.nau@db.com

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(if known)

Filed on: _____

Name and address where payment should be sent (if different from above)

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000046939



Telephone number:

Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ 940,933.51 liquidated amount, plus amounts to be determined - See attached Appendix and Schedule (Required)

☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): See attached Appendix and Schedule (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e., the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

See attached Appendix and Schedule (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:
See attached Appendix and Schedule (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date.

23/10/2009

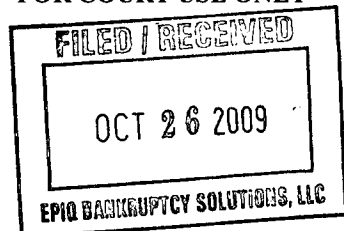
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Deutsche Bank Luxembourg S.A.

[Signature]
Olaf Kress
Director

[Signature]
Karin Braun
Assistant Vice President

FOR COURT USE ONLY



Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

INFORMATION

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150-5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

Claims to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Appendix

This Proof of Claim (this “**Claim**”) is filed by **Deutsche Bank Luxembourg S.A., 2, boulevard Konrad Adenauer, L-1115 Luxembourg, Grand-Duchy of Luxembourg** (“**Claimant**”) against **Lehman Brothers Holdings Inc.** (“**Debtor**”).

This Claim is based on Debtor’s issuance or guarantee, as applicable, of the Program Securities listed on the attached Schedule.

To the extent this Claim is based on Program Securities that (i) were issued by Debtor or (ii) were issued by affiliates of Debtor and (a) have matured or (b) have been accelerated to par, this Claim seeks the face amount (converted to U.S. dollars, where necessary) of the position in such Program Securities held by Claimant. With respect to other Program Securities held by Claimant, the precise amount of this Claim cannot be determined at this time, as it may depend on factors outside Claimant’s knowledge and beyond Claimant’s control. In each case, the Claim includes principal, accrued interest, any enhanced return on principal, and expenses to the extent permitted by the governing documents and applicable law.

Accordingly, the aggregate amount of this Claim is to be determined.

Because these securities are Lehman Program Securities, as defined in the Court’s July 2, 2009 order, Claimant is not required to complete a Guarantee Questionnaire or to provide any information other than that provided herein in support of this Claim.

Reservation of Rights

This Claim is filed under the compulsion of the bar date established in these chapter 11 proceedings and is filed to protect Claimant from forfeiture of claims by reason of said bar date. Claimant reserves its right to amend and/or supplement this Claim for the purposes and to the extent permitted by applicable law.

Claimant reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted against Claimant by Debtor, including, without limitation, any rights of setoff and/or recoupment not expressly asserted above. Claimant further reserves all of its rights as against the other debtors in these chapter 11 proceedings.

Claimant further reserves all rights accruing to it, and the filing of this Claim is not and shall not be deemed or construed as (i) a waiver, release, or limitation of Claimant’s rights against any person, entity, or property (including, without limitation, Debtor or any other person or entity that is or may become a debtor in a case pending in this Court); (ii) a consent by Claimant to the jurisdiction or venue of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (iii) a waiver, release, or limitation of Claimant’s right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as “core proceedings” pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution; (iv) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (v) a waiver, release, or limitation of Claimant’s right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a U.S. District Court Judge; (vi) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; (vii) an election of remedies; or (viii) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c).

Schedule

Program Securities with liquidated claim amount:

ISIN NUMBER	CLAIM AMOUNT ¹	BLOCKING NUMBER	ACCOUNT NUMBER
XS0183944643	USD 127,359.00	6034450	Euroclear Bank Acc.: 93793
XS0224346592	USD 56,604.00	6034510	Euroclear Bank Acc.: 93793
XS0326006540	USD 141,510.00	6034454	Euroclear Bank Acc.: 93793
XS0213899510	USD 28,302.00	6034425	Euroclear Bank Acc.: 93793
XS0326608519	USD 245,648.51	6034530	Euroclear Bank Acc.: 93793
XS0301129036	USD 200,000.00	6048553	Euroclear Bank Acc.: 93793
XS0326006540	USD 141,510.00	6059079	Euroclear Bank Acc.: 93793

Liquidated Amount of Claim: US\$ **940,933.51**, plus accrued interest, any enhanced returns on principal, and expenses to the extent permitted by the governing documents and applicable law.

Program Securities with unliquidated claim amount:

ISIN NUMBER	FACE AMOUNT ²	BLOCKING NUMBER	ACCOUNT NUMBER
DE000A0N6GH8	EUR 25,000.00	8577200910210973301	Clearstream Banking Frankfurt Acc.: 8577
XS0376686308	EUR 10,000,000.00	6034514	Euroclear Bank Acc.: 93793
XS0215349357	EUR 10,000.00	6034542	Euroclear Bank Acc.: 93793
XS0215349357	EUR 10,000.00	6034543	Euroclear Bank Acc.: 93793
XS0215349357	EUR 20,000.00	6034546	Euroclear Bank Acc.: 93793
XS0215349357	EUR 10,000.00	6034544	Euroclear Bank Acc.: 93793
XS0215349357	EUR 15,000.00	6034548	Euroclear Bank Acc.: 93793
XS0215349357	EUR 30,000.00	6034547	Euroclear Bank Acc.: 93793
XS0215349357	EUR 10,000.00	6034545	Euroclear Bank Acc.: 93793
XS0353383499	USD 75,000.00	6034529	Euroclear Bank Acc.: 93793
XS0301813522	USD 100,000.00	6034518	Euroclear Bank Acc.: 93793
XS0324464345	USD 150,000.00	6034506	Euroclear Bank Acc.: 93793

Amount of Claim: **TO BE DETERMINED**, including principal, accrued interest, any enhanced returns on principal, and expenses to the extent permitted by the governing documents and applicable law.

¹ For securities denominated in currency other than U.S. dollars, the amount of the claim has been converted to U.S. dollars at the applicable exchange rate.

² For securities denominated in currency other than U.S. dollars, the amount of the claim, once determined, will be converted to U.S. dollars at the applicable exchange rate.

Unterschriftenverzeichnis

List of Authorized Signatures

August 2009

August 2009



Deutsche Bank Luxembourg



Société Anonyme

2, Boulevard Konrad Adenauer, Luxembourg
Registre de Commerce Luxembourg B 9164

L-1115 Luxembourg

Téléphone: (00352) 4 21 22-1

Téléfax: (00352) 4 21 22-4 49

Sehr geehrte Damen und Herren,

wir gestatten uns, Ihnen die für die Bank
gültigen Unterschriften bekanntzugeben.

Vertretungsberechtigt sind je zwei der in
diesem Verzeichnis aufgeführten Personen.
Zur Veräußerung und Belastung von
Grundstücken sowie zur Führung von
Prozessen sind sie nur ermächtigt, wenn
ihnen diese Befugnis besonders erteilt ist.

Frühere Verzeichnisse verlieren hierdurch
ihre Gültigkeit.

Mit vorzüglicher Hochachtung

Ladies and Gentlemen,

We are pleased to notify you of the signatures
valid for the bank.

Any two of the persons named in this list are
authorized to represent the bank with their joint
signatures. They are only authorized to sell and
encumber real estate and to conduct litigation if
they have been given a specific power of
attorney to do so.

This list supersedes all previous lists.

Yours faithfully

Deutsche Bank Luxembourg S.A.

**Geschäftsleitung
Management Board**

Ernst Wilhelm Contzen
Chief Executive Officer



Christian Funke



Klaus-Michael Vogel



Rachel Aguirre 	Katrin Braun 	Peter De Staercke 
Andrea Amelunxen 	Astrid Breyer-Simski 	Christoph Dennemärker 
Joelle Assouline-Dehesdin 	Harald Brix 	Monika Diefenbach 
Nevin Aydin 	Frank Buchmüller 	Hans-Jürgen Dresen 
Karin Backes 	Anke Budzisch 	Ingo Eis 
Nathalie Bausch 	Heike Büdinger 	Christine Embs 
Mireille Bayer 	Werner Burg 	Roger Engel 
Christoph Becker 	Rolf Caspers 	Bettina Erbe 
Helga Becker 	Dr. Bernd Castor 	Carol Estgen 
Karina Belhoste 	Armin Clemens 	Franz-Josef Ewerhardy 
Nicole Bölinger 	Bernhard Cornell 	Frank Faber 
Hans-Rainer Börner 	Ravi Cunnoosamy 	Uta Feige 
Oliver Bolinski 	Volker Damde 	Marc Fezer 
Christian Brauch 	Christian Dargatz 	Dirk Filice 

Berthold Fisch 	Johannes Hank 	Harald Hoffmann 
Elmar Fisch 	Kerstin Hans 	Silke Hoffmann 
Sarah Foscarini 	Torsten Harig 	Christiane Hoffranzen 
Gerhard Fuchs 	Christian Heck 	Andreas Hog 
Alain Gend 	Askar Heidari 	Florian Huber 
Sabine Gersing 	Roland Hein 	Aur�lie Huet 
Sandra Gozemba 	Marlene Heinemann 	Jochen H�ngerle 
Philippe van der Gracht 	Michael Heni 	Dominique Ierace 
Anke Greif 	Andreas Herzog 	Peter Jakobs 
Renate Greinert 	Sonja Herzog 	Hildegard Jakoby 
Andrew Gresham 	Nigel Hibberd 	Joergen Jessen 
Michael Groth 	Marco Hirth 	Herbert Jostock 
Fred Guetti 	Heribert H�fer 	Marco Kaster 
Armin Gulitz 	R�diger H�fken 	Andreas Kefer 

Ivonne Keßler 	Sigrid Lambertz 	Véronique Mehlen 
Jürgen Knobloch 	Marc Launois 	Kerstin Meier 
Christoph Koch 	Anja Lendorf 	Heike Mergens 
Daniela Kockelmann 	Markus Lewalski 	Gerd Meyer 
Ralf Köbke 	Dirk Lichtherz 	Claudia Mich 
Jörg Krämer 	Anita Liel 	Rainer Michels 
Olaf Kress 	Christoph Linhart 	Jens Müller 
Michael Kreß 	Jan Louw 	Jürgen Müller 
Marita Kribs 	Marc Lutz 	Emmanuelle Nanni 
Simone Krieger 	Cathérine Mahillon 	Jochen Nau 
Heike Kubica 	Wanda Maniewska 	Ursula Nelles-Borelbach 
Matthias Kühn 	Tobias Marenberg 	Ulrich Nelting 
Andreas Kunze 	Esther Martin 	Henrik Nettemann 
Anja Lakoudi 	Anders Mattsson 	Erik Niederweis 

Frank Oster 	Vicky Prayagsing 	Gertrud Schmitt 
Matthias Otto 	Bernhard Prinz 	Mario Schmitt 
Banu Ozkutan 	Christiane Probst 	Nicole Schmitt 
Marc Paffenholz 	Lydia Recking 	Volker Schmitt 
Inge Palzer 	Waltraud Retzer 	Thomas Schmitz 
Michèle Penning 	Patrick Robert 	Nadine Schneider 
Serge Pereira 	Thomas Roensch 	Sabine Schneider 
Andreas Petry 	André Roth 	Barbara Schots 
Jürgen Petry 	Rikke Rowledge 	Stephanie Schreiner 
Alexandra Pfeifer 	Katja Sauerwein 	Herbert Schröder 
Heinrich Pfeiffer 	Wolfgang Schabio 	Thomas Schröter 
Johannes Philippi 	Hervé Schall 	Erhard Schu 
Valerie Picquoin 	Patrick Scherer 	Jürgen Schweig 
Thomas Pies 	Karsten Schmidt 	Masen Seitz 

Joachim Sels 	Jörg Tassler 	Christophe Vandembulcke 
Andrea Sharma 	Christian Temes 	Torsten Vorback 
Lothar Siegler 	Susanne Thébert 	Lucas Vrouenraets 
Marina Sinn-Conrad 	Christoph Therre 	Michaela Wagner 
Dieter Sommer 	Alexander Thiecke 	Renate Wagner 
Nicholas Sørensen 	Brigitte Thiel 	Thomas Wagner 
Michael Spang 	Roman Thiel 	Joachim Walgenbach 
Frédéric Spitz 	Susanne Thiel 	Sven Walther 
Rainer Stalpes 	Raymond Thill 	Annette Weber 
Anne Steffens 	Stephan Thräm 	Danièle Weber 
Joachim Steinlein 	Karsten Toro 	Andreas Weidenhaupt 
Elke Stock 	Silvia Tormann 	Andreas Witt 
Dr. Jack Sturmhöfel 	Anja Toussaint 	Michael Zeitler 
Myriam Tangeten 	Malte Tressel 	André Zeltinger 

EXHIBIT B

EXECUTION VERSION

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Goldman, Sachs & Co. ("**Seller**") hereby unconditionally and irrevocably sells, transfers and assigns to Silver Point Capital Offshore Master Fund, L.P. (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the principal amount specified in Schedule 1 attached hereto (the "**Purchased Claim**"), in Seller's right, title and interest in and to Proof of Claim Number 46939 filed by or on behalf of Seller's predecessor in interest (the "**Proof of Claim**") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"), and (d) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

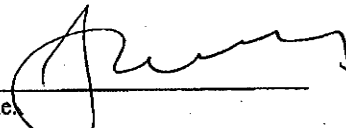
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

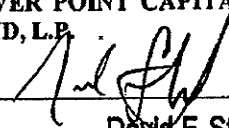
IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 15 day of February, 2011.

GOLDMAN, SACHS & CO.

By: 
Name: _____
Title: _____

Thomas Tormey
Managing Director
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**SILVER POINT CAPITAL OFFSHORE MASTER
FUND, L.P.**

By: 
Name: **David F. Steinmetz**
Title: **Authorized Signatory**

Silver Point Capital, L.P.
2 Greenwich Plaza
Greenwich, CT 06830

Schedule 1

Transferred Claims

Purchased Claim

70% of XS0376686308 = EUR 7,000,000.00 of EUR 10,000,000.00 (the outstanding amount of XS0376686308 as described in the Proof of Claim).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
2Y LEH INFLATION INTEREST LINKED NOTES	XS0376686308	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 7,000,000.00	Variable, Inflation Linked	22 July 2010	Unliquidated

Schedule 1-1

650467.1/153-05435